



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: B-226633.2  
File: R.B. Travel, Inc.--Reconsideration  
Date: May 14, 1987

---

### DIGEST

1. Dismissal of protest for failure to file a copy with the contracting agency within 1 day after filing with the General Accounting Office (GAO) is affirmed since protester failed to comply with Bid Protest Regulations. Protester is charged with constructive knowledge of the requirement that it furnish the contracting agency with a copy of its protest no later than 1 day after it is filed with GAO.
2. Requirement that protester furnish agency with a copy of its protest within 1 day after filing with General Accounting Office (GAO) is reasonable given the statutorily imposed time limitation for the agency's filing of a report and for GAO's resolution of the protest.
3. Protester that has filed with the General Services Administration Board of Contract Appeals may not elect to file the same protest with the General Accounting Office.

---

### DECISION

R.B. Travel, Inc. requests reconsideration of our dismissal of its protest under General Services Administration (GSA) request for proposals (RFP) No. 2FC-SSS-NEG-A3621. We dismissed R.B. Travel's protest pursuant to section 21.1(f) of our Bid Protest Regulations, 4 C.F.R. § 21.1(f) (1986), because the protester failed to furnish a copy of the protest to the contracting agency within 1 day after it was filed with our Office as required by 4 C.F.R. § 21.1(d). We affirm the dismissal.

R.B. Travel contends that it did not file a copy of its protest with GSA because it thought that we would furnish the agency with one of the two copies which it filed with our Office. The protester claims that it was misled by our failure to point out in our acknowledgment of its protest

that it was required to furnish the agency with a copy of its protest.

Our regulations explicitly require that a protester furnish a copy of any protest filed with our Office to the contracting agency no later than 1 day after we receive the protest. 4 C.F.R. § 21.1(d). We do not see how a protester could reasonably have misunderstood this requirement. Nor do we understand how our failure to remind R.B. Travel of this requirement in our acknowledgment of its protest can be said to have misled the protester. Protesters are charged with constructive knowledge of our regulations since they are published in the Federal Register and the Code of Federal Regulations. Waltham Precision Instruments, Inc.--Request for Reconsideration, B-222488.2, May 28, 1986, 86-1 CPD ¶ 497. Moreover, even if we had noted in our acknowledgment of R.B. Travel's protest that a copy of the protest should have been filed with the agency, the 24-hour period would have expired by the time the protester received our acknowledgment.

R.B. Travel also argues that the 1-day requirement is unreasonable and unduly burdensome. We disagree. The purpose of this requirement is to assure that protests are expeditiously resolved. The Competition in Contracting Act of 1984 (CICA) and our implementing regulations impose a strict time limit of 25 working days from the date of our notice of a protest for an agency to file a written report. 31 U.S.C. § 3553(b)(2)(A) (Supp. III 1985); 4 C.F.R. § 21.3(c). Further, our Office must issue a final decision within 90 working days after the protest is filed. 31 U.S.C. § 3554(a)(1). Permitting delays in furnishing copies of protests to the contracting agencies would hamper the agencies' ability to comply with the statutorily imposed time limitation for filing a report, and could frustrate our effort to provide effective and timely consideration of protests. Summerville Ambulance, Inc.--Request for Reconsideration, B-221221.2, Jan. 21, 1986, 86-1 CPD ¶ 64.

Further, in this regard, although the protester argues that it would have been impossible for it to comply with the requirement for furnishing a copy of the protest to the agency, it has presented no evidence that this is the case. The protester concedes that it never attempted to furnish a copy to GSA. In addition, its argument regarding the impossibility of assuring the timely receipt of its protest at GSA's office in New York City appears to rest on the assumption that regular U.S. mail is the only means of delivery available to it. Protesters to our Office frequently rely on commercial delivery services or Express

Mail to assure the timely receipt of their submissions. Thus, we see no merit to the argument.

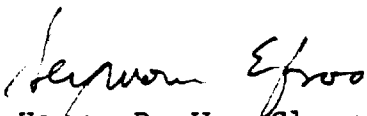
R.B. also appears to argue that its protest should not have been dismissed because it had already filed a protest with the agency by mailgram dated March 17. This mailgram could not constitute notice to the agency of the basis of its protest to our Office since it sets forth no specific grounds of protest. It is not sufficient for a protester merely to state that it is protesting the award of a contract; it must also specify its basis of protest. MedSource, Inc., B-225635, Jan. 27, 1987, 87-1 CPD ¶ 92.

R.B. Travel further argues that it has filed a protest with the General Services Administration Board of Contract Appeals (GSBCA), and that our dismissal of its protest without awaiting the decision of the GSBCA is premature.

If R.B. Travel has in fact filed a protest with the GSBCA (it has not provided us with a copy of any protest to the GSBCA), it may not now file a protest with our Office. CICA provides that an interested party who has filed a protest with the GSBCA under section 111(h) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. § 759(h) (Supp. III 1985), with respect to a procurement or proposed procurement may not file a protest with respect to that procurement with our Office. 31 U.S.C. § 3552; TAB, Inc., B-225485, Dec. 3, 1986, 66 Comp. Gen. \_\_\_\_, 86-2 CPD ¶ 639; 4 C.F.R. § 21.1(a).

Finally, the protester argues that we should consider its protest pursuant to 4 C.F.R. § 21.2(c) which permits us to consider a protest which is not timely filed for good cause shown, or where we determine that a protest raises issues significant to the procurement system. This exception is inapplicable here since it permits the waiver of our timeliness rule, but not the requirement that the protester furnish the agency with a copy of its protest. Westinghouse Electric Corp; Westinghouse Furniture Systems Division--Reconsideration, B-222428.2, June 3, 1986, 86-1 CPD ¶ 516.

Our dismissal of R.B. Travel's protest is affirmed.

*for*   
Harry R. Van Cleve  
General Counsel